REMARKS

Claims 1-15 and 21-35 are currently pending in the subject application and are presently under consideration. Claims 1-15 and 21-35 have been amended as shown on pp. 2-6 of the Reply. Claims 2-9, 13-15, 22-29, and 33-35 have been amended to address minor informalities. Claims 10 and 30 have been cancelled, and elements of claims 10 and 30 have been incorporated into independent claims 1 and 21 respectively. Claims 16-20 stand cancelled. Favorable reconsideration of the subject patent application is respectfully requested in view of the comments and amendments herein.

I. Rejection of Claims1-15 and 21-35 Under 35 U.S.C. §112

Claims 1-15 and 21-35 stand rejected under 35 U.S.C. §112 as being indefinite for failing to particularly point out and distinctly claim the subject matter. It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. The claims have been amended in accordance with the Examiner's comments. Accordingly, this rejection should be withdrawn.

II. Rejection of Claims 1-15 and 21-35 Under 35 U.S.C. §102(b)

Claims 1-15 and 21-35 stand rejected under 35 U.S.C. §102(b) as being anticipated by Crater *et al.* (US 6,201,996). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Crater *et al.* fails to teach or suggest *each and every element* of the subject claims.

> For a prior art reference to anticipate, 35 U.S.C. §102 requires that "***each and every element*** as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950 (Fed. Cir. 1999) (*quoting Verdegaal Bros., Inc. v. Union Oil Co.*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)) (emphasis added).

The subject invention relates to a system and method for interfacing with a control system from a remote computer using the internet to download an applet from a web server communicatively coupled to the industrial controller. To that end,

independent claim 1 (and similarly in independent claim 21) recites that the protocol provides for at least ***one persistence instruction that preserves an instance of a software object on the Web server*** after cessation of a communication session between the remote computer and the Web server. Crater *et al.* does not disclose such claim features.

Crater *et al.* relates to communication with programmable controllers for operating and monitoring industrial processes and equipment. However, Crater *et al.* nowhere discloses ***a persistence instruction that preserves an instance of a software object on the Web server***. In the Office Action dated July 21, 2005, the Examiner posits that Crater *et al.* discloses such claim elements at col. 13, ll. 48-64. Applicant's representative respectfully avers to the contrary. In more detail, Crater *et al.* does not relate to a persistence instruction, and does not disclose preserving an instance of a software object on the web server. For instance, the Examiner asserts that viewer alterations to the display may be stored locally on the remote computer so that the viewer is presented with the modified display rather than the default display the next time the display is accessed. (*See* Office Action dated July 21, 2005, pg. 5). The cited passages, however, are silent with respect to a persistence instruction, much less a persistence instruction that preserves an instance of a software object on the Web server. Rather, such passages disclose saving changes to a display on a local machine and can be used to tailor a local workstation to a particular user. In summary, Crater *et al.* teaches saving alterations of a display on a local workstation, without ever contemplating use of a persistence instruction or preserving an instance of a software object on the web server. As such, Crater *et al.* does not teach or suggest each and every element as recited in the subject claims. Thus, the rejection should be withdrawn.

As Crater, *et al.* does not disclose each and every aspect as claimed, the rejection of independent claim 1 and 21 (and claims 2-15, and 22-35, which respectively depend therefrom) should be withdrawn.

III. Rejection of Claims 2-3 and 22-23 Under 35 U.S.C. §103(a)

Claims 2-3 and 22-23 stand rejected under 35 U.S.C. §102(b) as being anticipated by Crater *et al.* in view of Skonnard. It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Skonnard does not make up for the aforementioned deficiencies of Crater *et al.* with respect to independent claims 1 and 21 (from which claims 2-3 and 22-23 depend). Specifically, Skonnard, like Crater *et al.*, fails to teach or suggest ***one persistence instruction that preserves an instance of a software object on the Web server*** as recited in independent claim 1 (and similarly in independent claim 21). Therefore, the subject invention as recited in independent claims 1 and 21 (and 2-3 and 22-23 which depend therefrom) is not obvious over the combination of Crater *et al.* and Skonnard. Thus, it is respectfully requested that this rejection be withdrawn.

CONCLUSION

The present application is believed to be in condition for allowance in view of the above comments and amendments. A prompt action to such end is earnestly solicited.

In the event any fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063.

Should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicant's undersigned representative at the telephone number below.

Respectfully submitted,

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